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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

KLAUSSNER INTERNATIONAL, LLC,

Plaintiff,

-against-

M/V “EASLINE TIANJIN”, *in rem*, and YANG
MING TRANSPORT COPR.;

Defendant.

07 cv 3180 (RPP)

Related cases:

07 cv 1357 (RPP)

07 cv 2562 (RPP)

07 cv 3104 (RPP)

07 cv 959 (RPP)

ECF CASE

YANG MING’S

ANSWER

Defendants, Yang Ming Transport Company (hereinafter Yang Ming) by and through their attorneys, Cichanowicz, Callan, Keane, Vengrow & Textor LLP, Answer the Plaintiff’s Klaussner International, LLC (hereinafter referred to as “Plaintiff”), Complaint 07 cv 3180 as follows:

1. Yang Ming admits that this is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.
2. Yang Ming denies knowledge and information sufficient to form a belief as to the allegations against it contained in Paragraph Second of Plaintiff’s Complaint.
3. Yang Ming admits that Yang Ming Transport Corporation is a foreign company that has an agent, Yang Ming America, with an office on 525 Washington Blvd., 25th Floor, Jersey City, New Jersey 07310; further Yang Ming admits that it is a vessel operating common carrier as defined by the Shipping Act of 1984 as amended by the Ocean Shipping Act of 1998; further Yang Ming is not required to respond to the allegations directed at any other party; to the extent that any of the

allegations are somehow construed to contain any allegation or assertion of liability directed at Yang Ming, said allegation or assertion is specifically denied. Except as so specifically admitted, Yang Ming denies the allegations in Paragraph Third of Plaintiff's Complaint.

4. Yang Ming denies all of the allegations contained Paragraph Fourth of Plaintiff's Complaint except admits that on or about July 2006 containers TEXU5230915, YMLU2769132 and YMLU8255697 said to contain "Furniture" were shipped from the port of Xingang, TJ destined for Robbins, NC pursuant to all of the terms and conditions of the Yang Ming bill of lading YMLUE235003906.

5. Yang Ming denies knowledge and information sufficient to form a belief as to the allegations contained in Paragraph Fifth of Plaintiff's Complaint.

6. Yang Ming denies all of the allegations contained in Paragraph Sixth of Plaintiff's Complaint.

7. Yang Ming denies knowledge and information sufficient to form a belief as to the allegations contained in Paragraph Seventh of Plaintiff's Complaint.

8. Yang Ming denies all of the allegations contained in Paragraph Eighth of Plaintiff's Complaint.

9. Yang Ming denies all of the allegations contained in Paragraph Ninth of Plaintiff's Complaint.

AFFIRMATIVE DEFENSES

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

10. The shipment in question was to be carried from a foreign port to a U.S. port pursuant to a bill of lading contract and was therefore subject to United States Carriage of Goods by Sea Act 46 U.S.C. (App.) 1300 et. seq.

11. Defendant Yang Ming, claims the benefit of all exceptions, exemptions and limitations contained in the aforesaid statute or bill of lading contract to the full extent as may be applicable.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

12. Defendant Yang Ming, claims the benefit of the Harter Act, the provisions of the General Maritime law, applicable foreign law and all vessel limitation of liability statutes to the full extent they may be applicable to it.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

13. The claim alleged against Defendant Yang Ming are subject to a mandatory and exclusive foreign selection agreement requiring that they be brought only in English Courts of the City of London, England and this action should be dismissed on the basis of lack of jurisdiction based on forum selection clause.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

14. Due diligence was exercised on the part of the carrier to make the vessel and its appurtenances seaworthy, and to make all other parts of the vessel in which goods are carried, fit and safe for their reception, carriage and preservation of said shipment.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

15. That if plaintiff's cargo suffered any loss or damage, which Defendant Yang Ming denies, then such loss or damage resulted from a cause arising without the actual fault and privity of the carrier and without the fault or neglect of the agents or servants of the carrier, and the carrier is not liable under the Carriage of Goods by Sea Act, 46 U.S.C. Section 1304(2)(Q).

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

16. That if the goods in suit were damaged, which is denied, the damage was proximately caused by a peril of the sea or Act of God, for which Yang Ming is not liable under the Carriage of Goods by Sea Act, 46 U.S.C. Section 1304 (2) (c) and (d), and by the terms of the contract of carriage.

WHEREFORE, Defendant Yang Ming prays that the Complaint against it be dismissed and that the Court may grant such other or further relief as may be just and proper.

Dated: New York , New York
June 18, 2007

CICHANOWICZ, CALLAN, KEANE,
VENGROW & TEXTOR, LLP

ATTORNEYS FOR YANG MING

By: s/ Paul M. Keane
Paul M. Keane (PMK5934)

CERTIFICATE OF SERVICE BY ECF and US Mail

The undersigned declares under penalty of perjury that the following is true and correct.

1. I am over the age of eighteen years and I am not a party to this action.

2. On June 18, 2007 I served the following by mailing true and complete copies of Defendant Yang Ming's Answer to Plaintiff's Complaint to the following parties via ECF and US MAIL to the following parties at there registered addresses:

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DATED: New York, New York
June 18, 2007

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